

## MEMORANDUM OF AGREEMENT

## BETWEEN

THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
LEON COUNTY

THIS MEMORANDUM OF AGREEMENT is made and entered into between the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "DEP"), and LEON COUNTY (hereinafter referred to as the "COUNTY").

WHEREAS, the DEP is responsible for administering, development, and load allocations for the Total Maximum Daily Load (TMDLs) program for the State of Florida, as established by Chapter 99-223, Florida Administrative Code (F.A.C.); and ,

WHEREAS, the DEP encourages local participation in the TMDL program; and,

WHEREAS, the COUNTY has a vested interest in the collection of scientifically accurate water quality data; and

NOW, THEREFORE, in consideration of the cooperative effort between the parties contained herein, the parties hereto agree as follows:

1. The Memorandum of Agreement (MOA) shall begin upon execution by both parties and remain in effect for a period of twelve (12) months, unless extended by amendment to this MOA.
2. The COUNTY shall collect water quality and biology samples at locations determined by the DEP, and provide all resources necessary for that sample collection, in support of the DEP's TMDL program. The COUNTY shall only collect samples within their geographical jurisdiction.
3. All COUNTY sampling personnel must be qualified by DEP and the sample collections conducted in accordance to Chapter 62-160, F.A.C. The DEP may assist the COUNTY with sampling personnel as needed.
4. The COUNTY shall maintain a DEP Chain of Custody for each sampling event and shall submit all samples, either at the completion of each sampling day or by 9:30 a.m. the next day, to the DEP main laboratory at 2600 Blair Stone Road, Tallahassee, Florida.
5. The DEP shall analyze all samples submitted by the COUNTY and DEP shall provide all analytical results to the COUNTY in a timely manner.
6. There shall be no compensation paid to either party as consideration for the services rendered under the terms of this Agreement: the DEP shall not receive compensation from the COUNTY for the performance of the laboratory analyses performed on the samples collected by the COUNTY under this Agreement and the COUNTY shall not receive compensation from the DEP for the sampling conducted by this Agreement.

7. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party.
8. No amendment or modification to this Agreement shall be binding unless the same shall be in writing and signed by both of the parties hereto.
9. Contacts for each party are identified below:

LEON COUNTY BOARD OF COUNTY COMMISSIONERS

Bill Proctor, Chairman  
301 South Monroe Street  
Tallahassee, Florida 32301

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mimi Drew, Director  
Division of Water Resources  
2600 Blair Stone Road  
Tallahassee, Florida 32399

IN WITNESS WHEREOF, the parties hereto the parties have caused this Agreement to be duly executed, the day and year last written below.

LEON COUNTY, FLORIDA

By: \_\_\_\_\_  
Bill Proctor, Chairman  
Board of County Commissioners

ATTEST:  
Bob Inzer, Clerk of the Court  
Leon County, Florida

BY: \_\_\_\_\_

APPROVED AS TO FORM:  
Leon County Attorney's Office

BY: \_\_\_\_\_  
Herbert W. A. Thiele, Esq.  
County Attorney

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Mimi Drew, Director

Date: \_\_\_\_\_